

2222-CC06616

**IN THE CIRCUIT COURT OF ST. LOUIS CITY
TWENTY SECOND JUDICIAL CIRCUIT
STATE OF MISSOURI**

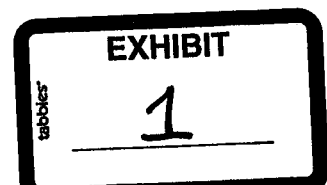
CHARITY SHONK,)	
)	
Plaintiff,)	
)	Cause Number:
v.)	
)	Division #
FAIR ST. LOUIS FOUNDATION,)	
d/b/a FAIR ST. LOUIS,)	
Service via Sheriff of)	
St. Louis City)	
Registered Agent: James Howe, IV))	
301 Prospect Avenue)	
St. Louis, MO 63110)	
)	JURY TRIAL DEMANDED
Defendant.)	

PETITION

COMES NOW Plaintiff Charity Shonk ("Plaintiff"), by and through The Bruning Law Firm, and for her Complaint against Fair St. Louis Foundation d/b/a Fair St. Louis ("Defendant"), states as follows:

GENERAL ALLEGATIONS

1. This action seeks damages for injuries sustained by Plaintiff on July 4, 2019, while attending Fair St. Louis.
2. Fair St. Louis is a special event conducted and controlled by Defendant pursuant to a Special Use Permit with the United States Department of the Interior ("Permit"). (Ex. A, 2501-Special Event-Gateway Arch Grounds Permit ("Permit")).
3. The Permit granted Defendant use of the St. Louis Gateway Arch ("Arch") grounds from June 26, 2019 (when setup began) through July 9, 2019 (when takedown was completed) for



the purpose of “[h]osting Fair St. Louis’ celebration of Independence Day (subject to the conditions outlined in this permit and the attached Special Provisions).” (Ex. A, Permit at p. 1).

4. Activities at Fair St. Louis included vendors of all types, live entertainment, and fireworks. Members of the public were encouraged to attend these events for the benefit of Defendant.

5. The Permit placed Defendant in charge of, among other things, signage, traffic, a safety and evacuation plan, maintenance and repair of the Arch grounds, security, fencing, construction activities, vendors, power, vehicle access, walkways, lighting, staffing, sanitation, and emergency services personnel. (Ex. A, Permit at p. 4-12).

6. Simply put, the Permit placed Defendant in charge of every aspect of Fair St. Louis’ operations on the Arch grounds for the duration of the event. This shift of control was reinforced by Permit’s express indemnification clause, which provided the Permit:

is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, death, liabilities, claims, suits or losses however occurring or damages growing out of the same.

(Ex. A, Permit at “Conditions of Permit” ¶9).

7. The Permit was in effect on July 4, 2019. (Ex. A, Permit at p. 1).

8. On that date, Plaintiff was departing the Arch grounds following the fireworks show. Security and/or emergency services personnel had blocked off certain concrete pathways on the Arch grounds and were instead directing fairgoers to exit via a grassy area.

9. Plaintiff exited as instructed, following the general flow of foot traffic into the grassy area.

10. As Plaintiff was walking, her foot became lodged beneath an unmarked concrete slab covering an electric panel in the ground. The slab was black in color and completely unmarked. It was not visible in the darkness.

11. No signs, barricades, fencing, or other warnings alerted fairgoers to the danger posed by the slab.

12. Plaintiff's momentum carried her forward while her foot remained lodged under the slab. As a result, Plaintiff suffered a gruesome ankle injury. Her husband immediately notified a City of St. Louis EMS worker who assessed Plaintiff's ankle and promptly requested an ambulance. At 10:20 p.m. Plaintiff's ankle was placed in a splint and she was taken via stretcher to Mercy Hospital.

13. Subsequent x-rays and evaluation revealed Plaintiff had suffered a fracture of the distal fibula and medial malleolus. Surgery was required and ultimately performed on July 5, 2019. Plaintiff's ankle injury was so severe that she required multiple cortical screws and a plate to rebuild her joint.

14. Following surgery, Plaintiff underwent physical therapy, follow-up medical treatment and an at-home exercise regimen. She continues to experience pain and numbness in her ankle.

15. Plaintiff's injury also forced her to miss a significant amount of work. Plaintiff was unable to work from July 4, 2019, through November 1, 2019, while she recovered from surgery. Even after returning to work, Plaintiff is only able to work limited hours.

16. Notably, Plaintiff's lost wages will continue to accrue because she works as a pet groomer, a job requiring her to stand most of the workday. Given her ongoing pain, Plaintiff is unable to resume a full work week, a situation affecting both her present earning capacity and future wages and benefits.

17. Plaintiff now seeks damages for her personal injury, including past and future medical expenses, past and future lost wages, and pain and suffering.

PARTIES

18. Plaintiff is a resident of Jefferson County, Missouri.

19. Defendant Fair St. Louis Foundation d/b/a Fair St. Louis is a Missouri non-profit corporation.

JURISDICTION AND VENUE

20. Jurisdiction in this Court is proper under Article V, Section 14 of the Missouri Constitution, which grants circuit courts original jurisdiction over all cases and matters, civil and criminal.

21. Venue in this Court is proper under R.S.Mo. §508.010.4 which provides that in all actions alleging a tort where the plaintiff was first injured in Missouri, venue is proper where the plaintiff was first injured by the acts or conduct alleged in her petition.

COUNT I – PREMISES LIABILITY

22. Plaintiff hereby incorporates the allegations plead in Paragraphs 1 through 21 as if fully set forth herein.

23. As described in the preceding paragraphs, Defendant exercised control over the Arch grounds and the operation of Fair St. Louis—including responsibility for walkways, lighting, security, and safety—on July 4, 2019.

24. Plaintiff was an invitee to the Arch grounds because Defendant encouraged her and other members of the general public to attend Fair St. Louis for Defendant's benefit and interest.

25. Defendant, as the entity in control of and responsible for monitoring the Arch grounds and operating Fair St. Louis, had a duty to maintain the premises where Fair St. Louis was held in a reasonably safe condition, to warn of dangerous conditions on the grounds, and to exercise a degree of care that an ordinary, careful, and prudent person would use under the same or similar circumstances.

26. The concrete slab, which was dark in color, close to the ground and unmarked in any way, was a dangerous condition that presented an unreasonable risk to Fair St. Louis invitees like Plaintiff.

27. Defendant, as the entity in control of and responsible for monitoring the Arch grounds and operating Fair St. Louis, knew or in the exercise of ordinary care should have known, about the risk presented by the concrete slab.

28. Defendant failed to use ordinary care to remove or warn of the danger presented by the concrete slab in at least the following ways:

- a. Failing warn invitees about the concrete slab;
- b. Failing to properly light pathways despite hosting a nighttime event;
- c. Failing to provide safe and paved walkways in favor of unlighted, unpaved grass pathways;
- d. Failing to maintain and/or identify the slab covering the electrical panel so that it did not pose a tripping hazard to Fair St. Louis invitees;
- e. Failing to barricade or otherwise identify the existence of the concrete slab; and/or
- f. Failing to remove the dangerous condition created by the concrete slab.

29. As a direct and proximate result of the dangerous condition created by the concrete slab, Plaintiff was injured as described in the preceding paragraphs. She suffered hospitalization, surgery and physical therapy, and her injury continues to negatively impact her family life and career.

30. As a direct and proximate result of the dangerous condition created by the concrete slab, Plaintiff incurred medical expenses and will incur future medical expenses. Plaintiff also lost wages due to her inability to work and will continue to lose wages because her injury prevents Plaintiff from returning to full-time employment.

WHEREFORE Plaintiff Charity Shonk prays for judgment in her favor and against Defendant Fair St. Louis Foundation, for damages in excess of \$25,000 including medical expenses, lost wages, future medical costs, future lost income, pain and suffering, and any further relief that the Court deems just and appropriate.

Respectfully submitted,

THE BRUNING LAW FIRM, LLC

By: Jamie L. Boyer

Jamie L. Boyer, #55209

Ryan L. Bruning, #62773

Anthony S. Bruning, #30906

555 Washington Ave., Suite 600A

St. Louis, MO 63101

Telephone: (314) 735-8100

Facsimile: (314) 735-8020

jamie@bruninglegal.com

ryan@bruninglegal.com

tony@bruninglegal.com

Attorneys for Plaintiff

2222-CC06616



IN REPLY REFER TO

United States Department of the Interior

NATIONAL PARK SERVICE
Gateway Arch National Park
11 North Fourth Street
St. Louis, Missouri 63102-1882

July 2, 2019

1.C(JEFF)

Ms. Nicole D. Stanner
Programming & Operations Director
Fair Saint Louis
301 Prospect Avenue
St. Louis, Missouri 63110

**Re: Special Use Permit #270 Fair Saint Louis, Thursday, July 4 – Saturday, July 6, 2019,
Gateway Arch Grounds**

Dear Ms. Stanner:

Enclosed is the Special Use Permit for the above-mentioned activity. Should you have any questions or require further information, please contact Park Permits Coordinator Victoria Dugan at (314) 655-1611.

Sincerely,

Michael M. Ward
Superintendent

EXHIBIT

A



United States Department of the Interior

NATIONAL PARK SERVICE
Gateway Arch National Park
11 North Fourth Street
St. Louis, Missouri 63102-1882

July 2, 2019

I.C(JEFF)

Ms. Nicole D. Stanner
Programming & Operations Director
Fair Saint Louis
301 Prospect Avenue
St. Louis, Missouri 63110

**Re: Special Use Permit #270 Fair Saint Louis, Thursday, July 4 – Saturday, July 6, 2019,
Gateway Arch Grounds**

Dear Ms. Stanner:

Enclosed for your review and signature is your permit for the above mentioned activity. If the conditions as described in the permit are agreeable, please sign in the appropriate space as Permittee and return it to this office. Upon my signature, we will return a fully executable copy of the permit to you.

A partial payment of \$75,000 is due prior to the opening day of the Fair. Please make your check payable to the National Park Service. The park will invoice Fair Saint Louis for the difference in actual cost and for any damage that may have occurred during the event within thirty (30) days of the conclusion of the event.

Should you have any questions or require additional information, please contact Park Permits Coordinator Victoria Dugan at (314) 655-1611 or victoria_dugan@nps.gov.

Sincerely,

Franklin D. Mares
Deputy Superintendent

Enclosure

NPS Form 10-114 (Rev. 01/2017)
National Park Service

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Gateway Arch National Park
11 North Fourth Street
St. Louis, Missouri 63102
Special Use Permit



NAME Nicole Stanner, Programming & Operations Director	
COMPANY/ORGANIZATION Fair Saint Louis	
STREET ADDRESS 301 Prospect Avenue St. Louis, Missouri 63110	
TELEPHONE NUMBER 314.434.3434	CELLPHONE NUMBER 314.791.6821
EMAIL ADDRESS: nstanner@fairsaintlouis.org	

Park Alpha Code: 6520Type of Use: 2501- SPECIAL EVENT -
GATEWAY ARCH GROUNDS

Permit # 6520-2501-270

The area must be restored to its original condition at the end of the permit.

The permit begins at 12:00 noon on 07/04/2019 and expires at 10:00 pm on 07/04/2019The permit begins at 4:00 p.m on 07/05/2019 and expires at 10:00 pm on 07/05/2019The permit begins at 12:00 noon on 07/06/2019 and expires at 10:00 pm on 07/06/2019SETUP WILL BEGIN: 8AM TUESDAY, JUNE 26,TAKEDOWN COMPLETED: 5PM TUESDAY, JULY 9.

Visitor Center Hours during the Fair: 8:00am – 8:00pm.

SUMMARY OF PERMITTED ACTIVITY: Hosting Fair Saint Louis' celebration of Independence Day (subject to the conditions outlined in this permit and the attached Special Provisions)

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

NICOLE STANNER 314.960.8809 (MOBILE) JULIE DONNELLY 314.660.4454 (MOBILE)**CAIT VANDEWIELE 314.488.9895 (MOBILE) MIKE KOCIELA 619.540.5653 (MOBILE)**Authorizing legislation or other authority RM/DO-53; 16 USC 1-4 ND RM53, Appendix 11NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI EIS PEPC# OTHER X

APPLICATION FEE	Received <u> </u>	Not Required <u>X</u>	Amount <u>\$ N/A</u>
PERFORMANCE BOND	Required <u> </u>	Not Required <u>X</u>	Amount <u>\$ N/A</u>
LIABILITY INSURANCE	Required <u>X</u>	Not Required <u> </u>	Amount <u>\$1,000,000</u>
COST RECOVERY FEE	Required <u>X</u>	Not Required <u> </u>	Amount <u>\$ 151,000</u>
FACILITY USE FEE	Required <u> </u>	Not Required <u>X</u>	Amount <u>\$ N/A</u>
LOCATION FEE	Required <u> </u>	Not Required <u>X</u>	Amount <u>\$ N/A</u>

*Please remit a check in the amount of \$75,000 along with the signed permit. The Park will bill Fair Saint Louis for the difference in actual cost and for any damage that may have occurred during the Fair.

Permit # 6520-2501-270

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE Nicole Sanna Programming & Ops Director 7/2/19
 Signature Title Date

Authorizing NPS Official Miss M. Wal 7/2/19
 Signature Superintendent Date

Authorizing NPS Official _____
 (additional, if required)

CONDITIONS OF THIS PERMIT

1. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]
2. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
3. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
4. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
5. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
6. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
7. This permit may be revoked at the discretion of the Superintendent upon 24 hours-notice.
8. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
9. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or

Permit # 6520-2501-270

use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

10. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 and underwritten by a United States company naming the United States of America as **additional insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
11. Permittee will remit to National Park Service (NPS) \$151,000 for recovery of estimated law enforcement and administrative costs incurred by NPS in conjunction with this permit. Estimated costs for activities on site must be paid when the permit is approved. It is understood this is a partial payment and the permittee will be billed for the remainder based on actual costs at the conclusion of the permit.
12. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
13. Permittee agrees to deposit with the park a bond in the amount of \$ N/A from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
14. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee.
15. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
16. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
17. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
18. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

See attached General Provisions

Permit # 6520-2501-270

SPECIAL PROVISIONS
FAIR SAINT LOUIS JULY 4, 5, & 6, 2019
NATIONAL PARK SERVICE

I. GENERAL MANAGEMENT GUIDELINES

1. As a matter of information to you regarding events at Gateway Arch National Park (Gateway Arch or Historic Old Courthouse), the possibility exists for the cancellation of all special events due either to: (1) severe inclement weather conditions where the safety of visitors/employees is a concern; or (2) a national or regional crisis related to terrorism. Because the Memorial has been designated as one of the "icon" parks within our nation that may be targeted for terrorist activity, the closure of any portion of the Memorial's facilities may be considered on a case-by-case basis or day-by-day basis. The Superintendent will make that decision based upon the specific situation and local conditions as changes occur. We are providing this information to you as a courtesy in case you wish to consider other alternatives.
2. Please remember you will not have "exclusive" use at any location within the park. The Memorial is open to the public and all public areas in and around you must remain accessible to visitors during your activity
3. Appropriate signs prohibiting glass containers being brought in will be set up at all security checkpoints.
4. A list of entertainment performers must be provided to the National Park Service by for approval **prior** to Fair Saint Louis contracting with performers. A meeting to discuss concerns regarding entertainment issues may occur when deemed necessary by the National Park Service.
5. Programming elements for any other programming activity must be submitted to the National Park Service for review and approval by **June 1**.
6. No banners, signs, or other items may be affixed to any park structure (Historic Old Courthouse, Gateway Arch, fences, columns, light standards, steps, walls, trees, etc.) without the approval of the Superintendent.
7. Permittee shall submit a sign plan by **June 1** for National Park Service (NPS) review and approval. Any request seeking NPS approval for sponsor recognition must be submitted to the NPS at least 30 days prior to the event, and be depicted on the sign plan. Corporate sponsors may be recognized by limited use of corporate logos and name script on facilities, signs, banners, and literature provided that the size, scale, scope, and location of corporate logos and name script do not dominate the event facilities or area.

Authorized sponsor recognition must be in keeping with the National Park Service policy, regulations, and law, and be appropriate to the scale and theme of the special event. Further, the overall size, number, and design of any signs or banners shall be appropriate to the park setting and the lettering or design identifying the sponsor must be no larger than one-third the size of the lettering or design identifying the special event. No advertisement of commercial brands, products, or services are permitted. This is intended to ensure that there is not commercialization of the park.

Permit # 6520-2501-270

Distribution of free products or sample products to park visitors is not permitted on park grounds, unless the sample or product relates to the significance of the event and has been approved by the Superintendent, e.g., plastic bags for cleanup purposes with sponsor name or logo, etc.

8. No games of chance or solicitation will be permitted on the park grounds. Sponsors may offer a prize or the opportunity to win a prize to participants who spin a wheel, draw a number or otherwise attempt to win something of value, provided that there is no cost to the participant and no information is solicited. If remuneration of any sort is requested to participate, then the process becomes a game of chance and is prohibited. Likewise, if any information from the participant is required to participate, and that information is collected for the purpose of future contact or referral, that process becomes a solicitation and is also prohibited.
9. No animals of any kind will be permitted within the park boundary with the exception of Service Animals assisting those persons with disabilities, animals that are part of a visitor services program approved by the National Park Service, and those animals used by law enforcement agencies. Under the ADA and Missouri law, owners of public accommodations are not required to allow emotional support animals, only service animals.
10. Because National Park Service policy prohibits the selling or release of any helium-filled balloons or other such mementos that might come in contact with high voltage power lines and inevitably fall back to earth where they can create hazardous conditions for marine wildlife, no such products will be sold or distributed by Fair Saint Louis or any of the vendors.
11. Market Street between Broadway and Memorial Streets; Chestnut Street between 4th and Memorial, and 4th Street between Walnut and Chestnut Streets will be closed to normal traffic use before, during and after events. Any decision to alter traffic flows or patterns of use, e.g. traffic exit plans, will be agreed to by the National Park Service and St. Louis Police Department.
12. All Fair Saint Louis press releases that reference National Park Service policies, procedures, or practices must be cleared by the Superintendent prior to issuance.
13. Fair Saint Louis will have in place a plan approved by the National Park Service that addresses inclement weather policies and evacuation procedures to be followed in the event of severe weather. (Fair Incident Action Plan page 18.)
14. Fair Saint Louis shall replace any sod damaged as a result of the event. The replacement of the sod is at the sole discretion of the National Park Service. Sod placement will be in accordance with National Park Service specifications. Fair Saint Louis will cover the cost to prune or replace all shrubs and ground cover which, in the judgment of the National Park Service, were damaged as result of the Fair. The National Park Service will be available to walk the grounds with a representative of Fair Saint Louis to determine the condition of the grounds prior to and after the Fair. Weather permitting, all sod replacement shall be completed by September 30.
15. Fair Saint Louis shall also contract to replace any shrub damaged as a result of event activities, repair any turf areas not specifically requiring sod, using specifications provided by the National Park Service and repair any damage to the irrigation system. Any irrigation head capped shall be replaced not later than 14 days.
16. Fair Saint Louis will replace any tree sustaining more than a 25% loss of cambium, girth-wise, on the main trunk or sustaining the loss of one or more major limbs, in each case, as a result of event activities.

2222-CC06616

6

Permit # 6520-2501-270

17. All replacement, pruning and repairs requested by the National Park Service will be documented in detail by the National Park Service, with both a list of items and locations and an annotated map of the property, to substantiate the costs to be covered by Fair Saint Louis prior to Fair Saint providing payment.

II. SECURITY

1. All security arrangements pertaining to the event will be reviewed by the National Park Service. In no instances will armed security be allowed within the park without specific review and approval of the National Park Service. If additional security is used within the park, **ONLY** two types are authorized: (1) St. Louis City Police Officers working on a primary or secondary detail, uniformed and armed, and; (2) any National Park Service-approved licensed private security company officer, uniformed and un-armed.
2. The City of St. Louis must support Permittee's activity by assuring sufficient police, including canine support (to be determined by National Park Service and Canine Supervisor for the St. Louis City Police Department), fire, and emergency medical services personnel are provided. Letters from the Mayor and Chief of Police of the City of St. Louis assuring such support must be received by the National Park Service by May 15.
3. Permittee or their designee will install perimeter security fencing as determined and reviewed by the National Park Service. No fencing will be installed until a National Park Service employee is on-site to identify the underground utilities and approve final installation locations (see attached Perimeter Security Fencing and Checkpoints Map). National Park Service acknowledges that no such fencing is required for natural barriers including, but not limited to, ponds, buildings and walls.
4. Permittee or their designee agrees to provide all staff and the following equipment necessary for operation of all security checkpoints: bicycle racks, tents anchored for weather, tables, chairs, and other equipment necessary for screeners. National Park Service shall provide screening wands and anti-fatigue mats necessary for all security checkpoints.
5. Fair Saint Louis agrees to provide and deliver ice and bottled water to each of the security checkpoints.
6. Fair Saint Louis agrees to operate three (3) security checkpoints (see attached Perimeter Security Fencing and Checkpoints Map) with ten (10) screeners per checkpoint to be supervised by two (2) Federal Law Enforcement Officers and one (1) security checkpoint with ten (10) screeners to be supervised by two (2) St. Louis Police Department Officers. Any deviation from this requirement must be pre-approved in advance by the National Park Service. Security checkpoints will be operational beginning at 6:00 a.m. through 10:00 p.m. A copy of the security contract with private security must be provided to the Superintendent **by June 15** and approved by the National Park Service. The National Park Service will provide rudimentary security training to the screeners provided by Fair Saint Louis. These ten screeners will be at each open checkpoint during all hours of the Fair. National Park Service representatives will be responsible for making the arrangements for the Federal Law Enforcement Officers.

Permit # 6520-2501-270

III. PHYSICAL ARRANGEMENTS

1. Fair Saint Louis shall provide the National Park Service a production schedule of setup and tear down and a detailed site map of all facilities and activities on or adjacent to the park grounds by June 1. Once approved by the National Park Service, this schedule and site map will be an agreement of work sequence and authorized facilities. No substantive changes will be made to either without approval of the Superintendent. The schedule shall show dates, location and items to be set up and removed. This will permit the National Park Service to schedule routine maintenance, watering and mowing around Fair Concert activities.
2. Any construction activity, e.g., fencing, equipment placement, etc., on park grounds for any purpose will be coordinated through one designated Fair Saint Louis contact, even if the actual work is being performed by another entity or contractor.
3. All construction activities must conform to the applicable safety standards, including but not limited OSHA, NFPA, NEC. Because forklift safety is an OSHA requirement for all companies, a Forklift Safety Operation Plan must be developed and in place to ensure compliance with OSHA Standard 1910.178 Powered Industrial Trucks. Any operator of a forklift on park property must have proof of current certification with them when they operate on park grounds. The National Park Service has the right to stop any operator that is not operating properly or in a safe manner, park the forklift, and notify the Permittee that a replacement operator will be required. This pertains to all operators of any forklift: volunteers, staff, contractors, subcontractors, i.e., stagehands, commissary staff, or electricians, etc.
4. All LPG tanks/cylinders on park grounds must be set up in accordance with NFPA. National Park Service, and city regulations, e.g., posts set by cylinders and fastened thereto.
5. All vendors utilizing cooking equipment will have the appropriate fire extinguisher safely stored and available in the event of fire per NFPA 10. Added SA 2/5/2018
6. No supplemental power (portable generators or "pirated" electrical power) is authorized. Only that electrical power that has been pre-approved by National Park Service. All generators must be placed off of park property (generators located on the Old Cathedral parking lot are permitted provided approval has been received from the Old Cathedral), with cabling up to where power is required, excluding National Park Service-required light towers. Where cable crosses over park sidewalks, cables must be covered with treadle to prevent tripping hazards.
7. To minimize resource damage and prevent damage to underground utilities, no awnings, tarps, tents, or other types of shade covers may be erected by booth operators. No corporate or commercial banners may be draped over the tops of exhibit booths or tents unless specifically authorized in advance by both Fair Saint Louis and by National Park Service.
8. Permittee shall install chain link fence panels bolted/clamped together with sandbag weights on the fence panel legs in uneven areas around all areas containing shrubs and ground cover to prevent people from climbing into these areas (see attached Fence Panels Map to protect plantings) as determined by the National Park Service. Provided that snow fence may be used to protect planting areas along walk-ways, as shown on the Fence Panel Map, where approved by NPS. The fence shall be placed at least 4 feet from any tree.

Permit # 6520-2501-270

9. Fencing at checkpoints must be removed to allow visitor traffic entering the grounds unimpaired by 7:00 a.m., July 9.
10. Fair Saint Louis will create three or more aisles with stanchions on the Grand Staircase for walkway and emergency purposes—one or more aisles in the middle and one along each railed side of the Grand Staircase. **Fair Saint Louis must provide security personnel to keep all three aisles open and moving at both the top and bottom of the Grand Staircase.**
11. Fair Saint Louis shall provide ten temporary lighting towers, suitable to and approved by the National Park Service, to facilitate the orderly and safe departure of visitors, and to discourage rowdiness and misuse of the park resources, and also placed at each security checkpoint (see attached Light Tower Locations Map). The units at the checkpoints shall be activated by a Fair Saint Louis-designated operator immediately upon conclusion of the last main stage performance before the fireworks and all units shall be activated again immediately upon conclusion of the evening's fireworks display. Lights may be activated at any other time as directed by the National Park Service. Fueling of towers must be done off park property early morning between 6:30 a.m. and 9:00 a.m. by the St. Louis City Fire Department a.
12. Fair Saint Louis will supply sufficient staff resources to dismantle the Fair by **July 12**, with the following exception: All checkpoints must be disassembled and any fencing that prohibits visitors from freely entering the park grounds must be removed immediately at the Fair's conclusion on July 7. Extensions to this requirement will be granted only upon written justification to, and approval by, the Superintendent.
13. It is Fair Saint Louis' responsibility to schedule a planning meeting to discuss traffic issues with the National Park Service and the St. Louis City Police Department to work out the logistics.
14. **The use of stakes, posts, or any items that are required to be forced into the ground must be approved by the Facilities Management Office before installation.**

IV. VEHICLE USE AND ACCESS

1. No trailer or semi-trailer of any size will be permitted to enter the park grounds without a National Park Service representative present and no vehicle or trailer which exceeds the following weights (subject to downward revision) will be permitted an any time, unless approved by National Park Service: 11,000 pounds per axle, single; 18,700 pounds per axle, tandem.
2. No vehicle or equipment in excess of 8,000 lbs or 100 PSF shall be authorized on any part of the Main Visitor roof and No vehicle or equipment in excess of 10,000 lbs or 125 PSF shall be authorized on the new addition roof.
3. Plywood (3/4" 4x8 sheets) or other National Park Service approved ground cover is required to be laid on the ground before approved vehicle is taken off any hard surface (sidewalk).
4. No personal passenger vehicles, except those used by commercial booth operators at scheduled times, will be permitted anywhere on the grounds while the event is in progress without approval of Superintendent.

Permit # 6520-2501-270

5. No house, office trailers or recreation vehicles will be allowed on the grounds except those positioned within the main stage compound.
6. No vehicles pulling trailers will be allowed on the walks north and south of the legs of the Arch.
7. No vehicles larger than a ¾ ton pickup or standard van, or vehicles with loads extending beyond cab width or higher than 8 feet from the ground except for the use of gators in connection with the installation of fencing will be allowed on the walks north and south of the legs of the Arch
8. Corporate sponsor deliveries and construction activities during pre-event setup shall be scheduled at specific times allowing for proper dispersal between north and south areas.
9. Any vehicle (except authorized golf carts, cushman-type vehicles, etc.) operated on park property before, during or after the event must have a walker in front of the vehicle.

10. **Following are specific guidelines related to vehicles requiring access to the Gateway Arch grounds:**

- Permittee must provide a spreadsheet list of ALL authorized vehicles for setup/takedown purposes **by June 15, with amendments made at least 24 hours in advance** of any vehicle gaining access to park grounds and/or deletion of vehicles/drivers that are no longer authorized. The Chief Ranger's Office will only prepare and distribute Vehicle Access Passes for those vehicles listed on the spreadsheet; Vehicle Access Passes will be issued and must be displayed in the assigned vehicle's front window or taped to the front of vehicles that do not have windshields (i.e. golf carts, fork lifts, etc.) in a conspicuous location. **Without this information in advance, vehicles will be denied access to the grounds.** All drivers will be checked for a valid motor vehicles operator license and no current wants/warrants. All vehicles will be checked for proper registration. The following information must be provided to the Chief Ranger's Office via fax 314-655-1644 or e-mail at JEFF_Chief Ranger@nps.gov and must include the following:
 - Vehicles
 - dates/times that vehicle needs access;
 - license plate number;
 - color, type/size of vehicle;
 - any other identifying marks.
 - Drivers
 - COLOR Photocopy of a valid driver's license
- Information for undocumented and/or unscheduled vehicles requiring access to park grounds must be sent to the park's Dispatch Office and be approved by the Chief Ranger or Incident Commander. For undocumented/unscheduled vehicle access, please fax the required information listed above to 314-655-1694 or via e-mail at JEFF_Dispatch@nps.gov. To contact the park's Dispatch Office directly, please call 314-655-1701.
- All vehicles must have a walker in front of it entering and existing the Gateway Arch Grounds.

Permit # 6520-2501-270

- The Chief Ranger and/or Incident Commander may declare the grounds closed to vehicular traffic following any applicable bomb sweeps.
- Permittee is responsible for providing a member of the Production Team to be stationed with NPS Park Guards during setup/takedown at the Vehicle Access Checkpoint located. The Production Team member must be able to make "production" decisions, e.g., if for instance there are several authorized vehicles trying to gain access at once and there is no agreement as to who should be the first, etc. NPS employees will verify the vehicle is documented on the approved spreadsheet and issue the assigned pass. Independent determinations regarding a vehicle not on the authorized list requiring access to the grounds will not be made by Park Guard staff.
- Permittee is required to devise a traffic plan (approved by the NPS) to show how they intend to control traffic on the Arch grounds during setup and takedown.
- The Production Team member assigned to the Vehicle Access Checkpoint may request approval for an unscheduled/previously undocumented vehicles. A Law Enforcement Ranger will be dispatched to the checkpoint to run a check on the vehicle and driver after approval by the Incident Commander or the Shift Supervisor. The vehicle will then be searched and then may be allowed on after issuance of a pass.
- Vehicles will only be allowed access onto the grounds when a Production Team member and an NPS Law Enforcement Ranger or Park Guard is at the checkpoint.
- Vehicles will not be allowed on the Arch grounds once the perimeter is established and the area swept until the event is closed for the day per the Incident Commander.
- The only exceptions are:
 - Authorized emergency vehicles with NPS approval
 - NPS-marked vehicles
 - Gators and golf carts to be used for resupply at times authorized by the Incident Commander. Gators, golf carts, utvs must stay on the sidewalk.

V. BOOTH OPERATIONS

1. Alcoholic beverages must be sold in paper or plastic cups or plastic or aluminum bottles (bottle caps are to be removed by vendors at point of sale). Soft drinks, water, juices, and sport drinks may be sold in plastic bottles, no glass or aluminum containers. Food, and beverage booth locations on park grounds will be agreed upon by the Permittee and National Park Service. There will be additional food, beverage and vendor booths located on Leonor K. Sullivan Boulevard or the east sidewalk area of Leonor K. Sullivan and Memorial Drive.

All beer/alcoholic beverage sales and all other booths must stop selling products daily at 10:00 p.m. This applies to all vendors on or off park property immediately adjacent to the park boundary.

2. All booths and tents shall be placed at least 3 feet away from any part of a tree or shrub. No devices, lines, ropes, wires, etc., may be attached to vegetation. No heating device shall be placed under or within 10 feet of the drip line of a tree. Each booth equipped with cooking or charcoal shall be provided with a suitable collection system which will prevent charcoal, cooking grease,

Permit # 6520-2501-270

or cooking products from reaching the ground. All refuse generated from booths must be removed and disposed of by Permittee.

3. To minimize resource damage and prevent damage to underground utilities, no awnings, tarps, tents, or other types of shade covers may be erected by booth operators. No corporate or commercial banners may be draped over the tops of exhibit booths or tents unless specifically authorized in advance by both Permittee and by NPS.
4. Food booth vendors are required to have clean water separate from "gray" water and that all refuse generated from booths removed and disposed of properly by Permittee. Nothing may be dumped on the park grounds. NO GREASE OR GRAY WATER (FROM WASHING UTENSILS, DISHES, AND HAND-WASHING) CAN BE DUMPED ONTO THE GRASS, PLANTING BEDS, OR STORM DRAINS.
5. Novelty sales are not permitted within the park's boundary which includes sidewalks around the Old Courthouse, the Arch grounds, and the Luther Ely Smith Square area, and the area between First and Second Streets (including Washington Street). No later than **June 15**, Fair Saint Louis shall provide to the Superintendent a detailed list of novelty items/products to be sold and give-aways (if any), even though they are not sold or distributed on Federal park property.
6. All booth operators must sell/conduct business from within their respective booth unless otherwise agreed to by the National Park Service, e.g., roving beverage sales in preferred (VIP) seating area.

VI. HEALTH AND SAFETY

A. REFUSE AND SANITATION

1. Fair Saint Louis shall provide a minimum of 120 leak-proof trash can receptacles placed throughout the Arch grounds and in Luther Ely Smith Square and around the Old Courthouse at the direction of the National Park Service (see attached Trash Barrel Location Map and Cleanup Operations Duties). All of the receptacles on the Arch grounds and the cans at Luther Ely Smith Square and Old Courthouse shall be placed in their designated locations no later than the day prior to the event and set upright and liners installed by 9:00 a.m. the day of the event. A schedule for delivery including date, time, location and vehicle to be used will be provided to the National Park Service by **June 15**.
2. Fair Saint Louis has in place an agreement with a contractor to provide cleanup service. Fair Saint Louis will provide a copy of the agreement with the contractor for NPS review. **It is important that you contact our Chief of Facilities Management at 314-655-1620 prior to your events to set up a meeting to discuss the cleanup requirements with your contractor.**
3. Cleanup crews shall be responsible for the daily clean up and removal of all materials and litter on the Memorial grounds **no later than 8:00 a.m., the following day.** Total grounds cleanup and teardown shall be completed by **July 9** (see attached Cleanup Operations Duties). Trash cans shall be emptied during the day and liners shall be replaced when 2/3 full to ensure none are overflowing. Cleanup crews shall be responsible for the clean up and removal of all materials and litter, returning these areas to the same condition as found with all trash removed immediately at the conclusion of each night's event. **All trash cans must be emptied, including National Park Service trash cans.**

Permit # 6520-2501-270

4. Fair Saint Louis has in place a recycling plan provided to and approved by the National Park Service for items that can be recycled by **June 15**.
5. Fair Saint Louis shall ensure that an adequate number of recycling cans are in place in addition to the required number of trash cans and are emptied by the clean-up contractor at the conclusion of each night's event, or when they become 2/3 full.
6. Fair Saint Louis shall have the cleaning contractor power-wash the Grand Staircase.
7. Fair Saint Louis shall have the city permit and inspect all food vendors to ensure proper food safety.

B. EMERGENCY MEDICAL SERVICES (EMS) OPERATIONS

1. EMS units will be placed at locations mutually agreed upon by the National Park Service, Fair Saint Louis and the City of St. Louis during all operating hours of the Fair. Under no circumstances will any type of EMS vehicle be operated on the grounds unless responding to a bona fide emergency call and only then if operated at a safe and reasonable speed.
2. Any type of motorized vehicle used by emergency medical services personnel for evacuation from the park grounds must be capable of transporting a patient safely. The use of non-modified, standardized golf carts for this purpose is NOT acceptable. Any motorized vehicle/cart used for patient evacuation must be specifically made and equipped for that purpose.

END